

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
Tyler Division

2002 JUN 19 PM 2:39  
CLERK OF COURT  
U.S. BANKRUPTCY COURT  
EASTERN DISTRICT OF TEXAS  
TYLER, TEXAS

IN RE:

Gibson, Anita

DEBTOR(S)

) CASE NO. 97-61101  
)  
)  
) CHAPTER 7  
)

TRUSTEE'S FINAL REPORT, APPLICATION FOR COMPENSATION,  
AND REPORT OF PROPOSED DISTRIBUTION

Bob Anderson, the Trustee of the estate of the above-named debtor(s), certifies **under penalty of perjury**, to the Court and United States Trustee, that the trustee has faithfully and properly fulfilled the duties of his office, that the trustee has examined all proofs of claim as appropriate in preparation for the proposed distribution, and that the proposed distribution attached hereto is proper and consistent with the law and rules of the Court. The Trustee applies for the commissions and expenses set forth herein and states that they are reasonable and proper.

Therefore, the Trustee requests that the Final Report, Application for Compensation, and Report of Proposed Distribution be approved.

Date: 6-19-02

Bob Anderson  
Bob Anderson, Trustee

\*\*\*\*\*

REVIEWED BY THE UNITED STATES TRUSTEE

I have reviewed the Trustee's Final Report, Application for Compensation, and Report of Proposed Distribution.

United States Trustee

Date: 7-16-02

By: [Signature]

# SMEAD, ANDERSON & DUNN

ATTORNEYS AT LAW

(A REGISTERED LIMITED LIABILITY PARTNERSHIP)

911 W. LOOP 281, SUITE 412

LONGVIEW, TEXAS 75604

TELEPHONE (903) 295-2830

FACSIMILE (903) 295-2808

BOB ANDERSON  
MICHAEL L. DUNN \* †

OF COUNSEL:  
H.P. SMEAD JR.

\* Board Certified Civil Trial Law  
† Board Certified Personal Injury Trial Law  
Texas Board of Legal Specialization

Writer's e-mail:  
banderson@smeadlaw.com

July 10, 2002

Bruce Campbell  
Office of United States Trustee  
Eastern District of Texas  
300 Plaza Tower  
110 North College Avenue  
Tyler, Texas 75702

Re: Case No. 97-61101; *Anita Gibson*  
In the United States Bankruptcy Court  
Eastern District of Texas, Tyler Division

Dear Bruce:

You have asked for a letter on this case primarily due to the reason that it was opened for a lengthy period and then finally the case became fully administered with only assets to pay Trustee's fee and a federal tax lien. I would like to report that this is an unusual case, but all trustees with years of experience know that the facts in this case are not that unusual. The simple fact is that one does not know at the onset of many cases whether or not the assets will realize value for the creditors. This is not a problem in cases where there is only one potential asset. If the asset doesn't bring enough, the asset is never sold and the case is closed (unless the "asset" is inventory and you don't know the sale result until the auction is over). The problem is if there are multiple assets and it is not practical to sell them all at the same time. For example, there is a federal tax lien against all assets for \$12,000 and one hopes to get \$30,000 out of three assets. The first sale is for \$10,000, but for any of several reasons the trustee is unable to realize equity out of any of the other properties. In this case, the Debtor scheduled several parcels of realty with equity. I am always a bit skeptic on this type of scheduling for most debtors liquidate prior to filing assets that truly have equity. Nevertheless, we are obligated to try to realize equity if possible. A realtor thought that at least a couple of the tracts could be sold for more than the debt,

SCHEDULE A-1

FINAL ACCOUNT AS OF: 06/19/02

A.	GROSS RECEIPTS		\$4,995.23
B.	DISBURSEMENTS		
(1)	Secured Creditors	0.00	
(2)	Administrative Expenses	0.00	
(3)	Priority Creditors	0.00	
(4)	Other (Non Estate Funds)	91.66	
	TOTAL DISBURSEMENTS		<u>\$91.66</u>
C.	BALANCE ON HAND - GROSS ESTATE		<u>\$4,903.57</u>



# Form 1

## Individual Estate Property Record and Report

### Asset Cases

Case Number: 97-61101 BP  
Case Name: Gibson, Anita

Period Ending: 06/12/02

Trustee: (631490) Bob Anderson  
Filed (f) or Converted (c): 05/04/99 (c)  
\$341(a) Meeting Date: 06/03/99  
Claims Bar Date: 01/26/00

1 Ref. #	2 Asset Description (Scheduled And Unscheduled (u) Property)	3 Petition/ Unscheduled Values	4 Estimated Net Value (Value Determined By Trustee, Less Liens, Exemptions, and Other Costs)	5 Property Abandoned OA=\$554(a) abandon. DA=\$554(c) abandon.	6 Sale/Funds Received by the Estate	7 Asset Fully Administered (F) or Gross Value of Remaining Assets
1	Undivided interest in .1498 Acres, Houston	11,670.00	0.00		0.00	FA
2	1.1 Acres, Palestine, TX	16,500.00	0.00	OA	0.00	FA
3	1.349 Acres, Palestine, TX	62,000.00	0.00		0.00	FA
4	1.99 Acres, Palestine, Texas 1.99 Acres, Wm. McDonald Survey, Palestine, Anderson Co., TX Lien by Jacksonville Savings & Loan. Title Problem - Property is in name of Timothy P. Rhinehart. Debtor continued to make monthly payments and would have had an administrative claim if property was administered.	61,410.00	26,162.00	DA	0.00	FA
5	133 Acres - HOMESTEAD - Palestine, TX 133 Acres, Samuel G. Wells Survey, Block 499, Palestine, Anderson County, Texas. Homestead.	97,160.00	0.00		0.00	FA
6	2 Acres and house, Palestine, TX 2 Acres and house, Wm. McDonald Survey, Palestine, Anderson County, Texas. Title Problem - Property is in name of Michael R. Cubstead. Debtor continued to make monthly payments and would have had an administrative claim if the property had been administered.	62,000.00	8,183.00	DA	0.00	FA

# Form 1

## Individual Estate Property Record and Report

### Asset Cases

Page: 2

Case Number: 97-61101 BP

Case Name: Gibson, Anita

Period Ending: 06/12/02

Trustee: (631490) Bob Anderson

Filed (f) or Converted (c): 05/04/99 (c)

\$341(a) Meeting Date: 06/03/99

Claims Bar Date: 01/26/00

Claims Bar Date: 01/26/00

1	2	3	4	5	6	
Ref. #	Asset Description (Scheduled And Unscheduled (u) Property)	Petition/ Unscheduled Values	Estimated Net Value (Value Determined By Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA=\$554(a) abandon. DA=\$554(c) abandon.	Sale/Funds Received by the Estate	Asset Fully Administered (F), Gross Value of Remaining Assets
7	40.1 Acres, Davis Survey, Anderson Co., TX	30,080.00	0.00		0.00	FA
8	706 E. Crawford, Palestine, TX 706 E. Crawford, original Block 1B, Palestine, Anderson Co., TX.	52,960.00	15,675.00	DA	0.00	FA
9	Cash on hand					
10	Checking Account First National Bank, Palestine	50.00 324.00	50.00 324.00	DA DA	0.00 0.00	FA FA
11	Household goods and furnishings	5,000.00	0.00		0.00	FA
12	Wearing apparel	500.00	0.00		0.00	FA
13	Wedding rings	500.00	0.00		0.00	FA
14	Hobby equipment	200.00	0.00		0.00	FA
15	Office equipment and furniture	4,100.00	200.00	DA	0.00	FA
16	Lawnmower with trailer	500.00	0.00		0.00	FA
17	Note Receivable (u) Asset not scheduled. (This information taken from 341 Proceeding Memo.) Secured by 5 acres. Balance as of 341 meeting - apx. \$7,500. Contract for Deed with M.D. and Francis Bullock. Trustee offered reduced buyout to payers with no response. Continued to receive monthly payments.	7,500.00	0.00		4,858.00	FA

# Form 1

## Individual Estate Property Record and Report

### Asset Cases

Case Number: 97-61101 BP

Case Name: Gibson, Anita

Period Ending: 06/12/02

Trustee: (631490) Bob Anderson  
 Filed (f) or Converted (c): 05/04/99 (c)  
 \$341(a) Meeting Date: 06/03/99  
 Claims Bar Date: 01/26/00

1		2		3		4		5		6	
Asset Description (Scheduled And Unscheduled (u) Property)		Petition/ Unscheduled Values		Estimated Net Value (Value Determined By Trustee, Less Liens, Exemptions, and Other Costs)		Property Abandoned OA=\$554(a) abandon. DA=\$554(c) abandon.		Sale/Funds Received by the Estate		Asset Fully Administered (F...) Gross Value of Remaining Assets	
Ref. #											
	9/5/01 - Trustee offered to sell to Debtor at a discount. No response. Will offer to third parties. 1/10/02 - Order #79 authorized sale of real property, subject to Contract for Deed, with sale to include right to receive payments paid or to be paid after December 1, 2001.										
18	.833 Acres, Palestine, TX (u) This is apparently a vacant lot that is part of other scheduled realty.	Unknown		0.00		DA		0.00		FA	
Int	INTEREST (u)	Unknown		N/A						FA	
<b>19 Assets Totals (Excluding unknown values)</b>		<b>\$412,454.00</b>		<b>\$50,594.00</b>				<b>\$4,903.57</b>		<b>\$0.00</b>	

#### Major Activities Affecting Case Closing:

Assets #s 4, 6 and 8 will not be administered due to 1) no offers received after attempting to market for over 1 year that were high enough to realize equity; 2) tax attributes - have reduced basis to zero, which requires even additional equity to receive net funds after paying off mortgages.

TAX RETURNS: None required.

#### PROFESSIONALS:

Dan Davis, Realtor. No commissions were earned.

#### PROOFS OF CLAIM:

Bar dates 10/28/99 and 1/26/00 (govt).

# Form 1

## Individual Estate Property Record and Report

### Asset Cases

Case Number: 97-61101 BP

Case Name: Gibson, Anita

Period Ending: 06/12/02

Trustee: (631490)

Bob Anderson

Filed (f) or Converted (c): 05/04/99 (c)

\$341(a) Meeting Date: 06/03/99

Claims Bar Date: 01/26/00

1 Ref. #	2 Asset Description (Scheduled And Unscheduled (u) Property)	3 Petition/ Unscheduled Values	4 Estimated Net Value (Value Determined By Trustee, Less Liens, Exemptions, and Other Costs)	5 Property Abandoned OA=\$554(a) abandon. DA=\$554(c) abandon.	6 Sale/Funds Received by the Estate	7 Asset Fully Administered (F...) Gross Value of Remaining Assets
-------------	--	---	--	--	--	---

Objections to Claims filed 2/20/02: #2, #3, #6, #7, and #8, all disallowed by Orders entered March 25, 2002.

Initial Projected Date Of Final Report (TFR): December 31, 2000

Current Projected Date Of Final Report (TFR): June 12, 2002 (Actual)



Bruce Campbell  
July 10, 2002  
Page 2

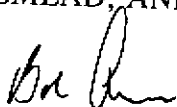
but was unable to bring an offer to us that would cause that to happen. We stressed to the realtor the importance of selling the real estate before the end of the year in which the discharge was entered since any assets remaining on the first day of the tax year immediately following the year of discharge are subject to basis reduction. I believe that we determined in this case that the basis would be reduced to zero on the real property assets. This means that the sales price would have had to have been considerably more than the lien in order to pay the lien, pay the taxes and the expenses of sale, and then have something left over for creditors.

There was a small federal tax lien in this case that we had hoped we would have been able to fully satisfy with money left over for creditors, but because of the inability to sell the real estate, the amount that we collected in the case was not sufficient to pay the federal tax lien in full and pay the administrative expenses. We asked the Internal Revenue Service if they would subordinate their lien to the trustee's fees and expenses, which they readily agreed to do.

One of the primary reasons the case took so long to close is that we had difficulty gathering information from an uncooperative debtor and marketing a contract for deed.

Yours truly,

SMEAD, ANDERSON & DUNN



Bob Anderson

BA/ci

# Form 2

## Cash Receipts And Disbursements Record

Case Number: 97-61101 BP  
Case Name: Gibson, Anita  
Taxpayer ID #: 13-7247669  
Period Ending: 06/12/02

Trustee: Bob Anderson (631490)  
Bank Name: JPMORGAN CHASE BANK  
Account: 312-7747252-65 - Money Market Account  
Blanket Bond: \$300,000.00 (per case limit)  
Separate Bond: N/A

1 Trans. Date	2 {Ref #} / Check #	3 Paid To / Received From	4 Description of Transaction	T-Code	5 Receipts \$	6 Disbursements \$	7 Money Market Account Balor
06/22/00	{17}	Smead, Anderson & Dunn	Bullock - payments on contract for deed	1221-000	458.20		458.20
06/30/00	Int	THE CHASE MANHATTAN BANK	Interest posting at 2.3000%	1270-000	0.14		458.34
07/31/00	Int	THE CHASE MANHATTAN BANK	Interest posting at 2.3000%	1270-000	0.90		459.24
08/10/00	{17}	Francis Bullock	payment on contract for deed	1221-000	91.64		550.88
08/31/00	Int	THE CHASE MANHATTAN BANK	Interest posting at 2.3000%	1270-000	0.99		551.87
09/08/00	{17}	Francis Bullock	payment on Contract for Deed	1221-000	91.64		643.51
09/29/00	Int	THE CHASE MANHATTAN BANK	Interest posting at 2.3000%	1270-000	1.15		644.66
10/31/00	Int	THE CHASE MANHATTAN BANK	Interest posting at 2.3000%	1270-000	1.26		645.92
11/07/00	{17}	Francis Bullock	payment on Contract for Deed	1221-000	91.64		737.56
11/30/00	Int	THE CHASE MANHATTAN BANK	Interest posting at 2.3000%	1270-000	1.34		738.90
12/29/00	Int	THE CHASE MANHATTAN BANK	Interest posting at 2.1500%	1270-000	1.38		740.28
01/05/01	{17}	Francis Bullock	Payment on Contract for Deed	1221-000	91.64		831.92
01/31/01	Int	THE CHASE MANHATTAN BANK	Interest posting at 2.0000%	1270-000	1.39		833.31
02/01/01	{17}	Francis Bullock	Payment on Contract for Deed	1221-000	91.64		92
02/28/01	Int	THE CHASE MANHATTAN BANK	Interest posting at 1.8000%	1270-000	1.28		926.23
03/30/01	Int	THE CHASE MANHATTAN BANK	Interest posting at 1.7000%	1270-000	1.35		927.58
04/12/01	{17}	Francis Bullock	Payment on Contract for Deed	1221-000	91.66		1,019.24
04/30/01	Int	THE CHASE MANHATTAN BANK	Interest posting at 1.5000%	1270-000	1.33		1,020.57
05/01/01	{17}	Francis Bullock	payment on contract for deed	1221-000	91.66		1,112.23
05/11/01	{17}	Francis Bullock	Payment on contract for deed	1221-000	91.66		1,203.89
05/31/01	Int	THE CHASE MANHATTAN BANK	Interest posting at 1.6000%	1270-000	1.57		1,205.46
06/29/01	Int	THE CHASE MANHATTAN BANK	Interest posting at 1.5000%	1270-000	1.52		1,206.98
07/31/01	Int	THE CHASE MANHATTAN BANK	Interest posting at 1.5000%	1270-000	1.54		1,208.52
08/20/01	{17}	Francis Bullock	payment on contract for deed	1221-000	91.64		1,300.16
08/24/01	{17}	Francis Bullock	payment on contract for deed	1221-000	91.66		1,391.82

Subtotals :

\$1,391.82

\$0.00

# Form 2

## Cash Receipts And Disbursements Record

Case Number: 97-61101 BP  
Case Name: Gibson, Anita  
Taxpayer ID #: 13-7247669  
Period Ending: 06/12/02

Trustee: Bob Anderson (631490)  
Bank Name: JPMORGAN CHASE BANK  
Account: 312-7747252-65 - Money Market Account  
Blanket Bond: \$300,000.00 (per case limit)  
Separate Bond: N/A

1 Trans. Date	2 {Ref #} / Check #	3 Paid To / Received From	4 Description of Transaction	T-Code	5 Receipts \$	6 Disbursements \$	7 Money Market Account Balor
08/31/01	Int	THE CHASE MANHATTAN BANK	Interest posting at 1.5000%	1270-000	1.59		1,393.41
09/28/01	{17}	Francis Bullock	Payment on Contract for Deed	1221-000	91.66		1,485.07
09/28/01	Int	THE CHASE MANHATTAN BANK	Interest posting at 1.3000%	1270-000	1.62		1,486.69
10/31/01	Int	THE CHASE MANHATTAN BANK	Interest posting at 1.1500%	1270-000	1.50		1,488.19
11/05/01	{17}	Francis Bullock	Payment on contract for deed	1221-000	91.66		1,579.85
11/30/01	Int	THE CHASE MANHATTAN BANK	Interest posting at 1.0500%	1270-000	1.37		1,581.22
12/11/01	{17}	Andrew Pfeifer	Purchase Realty and right to receive payments (Bullock Contract for Deed)	1210-000	3,300.00		4,881.22
12/14/01		Francis Bullock	Payment on Contract for Deed, but non-estate funds per Order #79 EOD 1/10/02.	8500-002		-91.66	4,972.88
12/31/01	Int	THE CHASE MANHATTAN BANK	Interest posting at 1.0500%	1270-000	3.25		4,976.13
01/28/02		To Account #312774725266	Transfer to checking	9999-000		91.66	4,884.47
01/31/02	Int	THE CHASE MANHATTAN BANK	Interest posting at 0.9500%	1270-000	4.20		4,888.67
02/28/02	Int	THE CHASE MANHATTAN BANK	Interest posting at 0.8500%	1270-000	3.35		4,891.02
03/29/02	Int	JPMORGAN CHASE BANK	Interest posting at 0.8500%	1270-000	3.53		4,895.55
04/30/02	Int	JPMORGAN CHASE BANK	Interest posting at 0.8500%	1270-000	3.42		4,898.97
05/31/02	Int	JPMORGAN CHASE BANK	Interest posting at 0.8000%	1270-000	3.42		4,902.39
06/12/02	Int	JPMORGAN CHASE BANK	Current Interest Rate is 0.8000%	1270-000	1.18		4,903.57
06/12/02		To Account #312774725266	Close money market for TFR	9999-000		4,903.57	0.00

### ACCOUNT TOTALS

Less: Bank Transfers

Subtotal

Less: Payments to Debtors

NET Receipts / Disbursements

4,903.57 4,903.57 \$0.00

0.00 4,995.23

4,903.57 -91.66

0.00

\$4,903.57 \$-91.66

# Form 2

Page: 3

## Cash Receipts And Disbursements Record

Case Number: 97-61101 BP  
Case Name: Gibson, Anita  
Taxpayer ID #: 13-7247669  
Period Ending: 06/12/02

Trustee: Bob Anderson (631490)  
Bank Name: JPMORGAN CHASE BANK  
Account: 312-7747252-66 - Checking Account  
Blanket Bond: \$300,000.00 (per case limit)  
Separate Bond: N/A

1 Trans. Date	2 {Ref #} / Check #	3 Paid To / Received From	4 Description of Transaction	5 Receipts \$	6 Disbursements \$	7 Checking Account Balor
01/25/02	101	C & A Enterprises, Ltd.	Turnover of payment received after 12/1/01 (non-estate funds) per Order #79 EOD 1/10/02		91.66	-91.66
01/28/02		From Account #312774725265	Transfer to checking	91.66		0.00
06/12/02		From Account #312774725265	Close money market for TFR	4,903.57		4,903.57

### ACCOUNT TOTALS

Less: Bank Transfers

Subtotal

Less: Payments to Debtors

NET Receipts / Disbursements

Net Receipts : 4,903.57  
Net Estate : \$4,903.57

4,995.23	91.66	\$4,903.57
4,995.23	0.00	
0.00	91.66	
0.00	0.00	
\$0.00	\$91.66	

TOTAL - ALL ACCOUNTS	Net Receipts	Net Disbursements	Account Balances
MMA # 312-7747252-65	4,903.57	-91.66	0.00
Checking # 312-7747252-66	0.00	91.66	4,903.57
	\$4,903.57	\$0.00	\$4,903.57

IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF TEXAS  
TYLER DIVISION

2012 JAN 10 AM 7:41  
CLERK, U.S. BANKRUPTCY COURT

IN RE:  
  
ANITA GIBSON  
  
DEBTOR

§  
§  
§  
§  
§

**EOD**  
JAN 10 2002

CASE NO. 97-61101  
CHAPTER 7

**ORDER GRANTING MOTION OF TRUSTEE FOR AUTHORIZATION  
TO SELL ASSET OF BANKRUPTCY ESTATE**

(Rights of Debtor's Estate under Contract for Deed covering  
5.676 Acres, William Frost Survey A-25, Anderson County, Texas)

On December 14, 2001, a MOTION OF TRUSTEE FOR AUTHORIZATION TO SELL ASSET OF BANKRUPTCY ESTATE pertaining to rights of Debtor's Estate under a Contract for Deed covering 5.676 Acres, William Frost Survey A-25, Anderson County, Texas (the "Motion") was filed by BOB ANDERSON, CHAPTER 7 TRUSTEE (the "Movant") in the above-referenced case. The Court finds that the Motion was properly served pursuant to the Federal and Local Rules of Bankruptcy Procedure and that it contained the appropriate twenty (20)-day negative notice language, pursuant to Local Rule of Bankruptcy Procedure 9007, which directed any party opposed to the granting of the relief sought by the Motion to file a written response within twenty days or the Motion would be deemed by the Court to be unopposed. The Court finds that no objection or other written response to the Motion has been timely filed by any party. Due to the failure of any party to file a timely written response, the allegations contained in the Motion stand unopposed and, therefore, the Court finds that good cause exists for the entry of the following order.

**IT IS THEREFORE ORDERED** that the MOTION OF TRUSTEE FOR AUTHORIZATION TO SELL ASSET OF BANKRUPTCY ESTATE pertaining to rights of Debtor's Estate under a Contract for Deed covering 5.676 Acres, William Frost Survey A-25, Anderson County, Texas filed by BOB ANDERSON, CHAPTER 7 TRUSTEE on December 14, 2001, is hereby **GRANTED**.

**IT IS FURTHER ORDERED** that Trustee, Bob Anderson, is authorized to sell all of the Estate's rights in that certain Contract for Deed dated May 14, 1991, a copy of which is attached hereto as Exhibit "A," covering a 5.676 acre tract in the William Frost Survey A-25, in

79

Anderson County, Texas, for a cash sum of not less than Three Thousand Three Hundred and No/100 (\$3,300.00) Dollars to be paid at closing.


**IT IS FURTHER ORDERED** that the sale shall include the right to all payments under the Contract for Deed received or to be received after December 1, 2001, and to the extent that Trustee has received any payment or payments subsequent to such date and deposited those payments, Trustee is authorized to pay over the same to the purchaser. \*

**IT IS FURTHER ORDERED** that Trustee is authorized to execute the documentation required to transfer the Estate's rights under the Contract for Deed to the Purchaser, including a Trustee's Deed to Purchaser covering the 5.676 acre tract in the William Frost Survey A-25, in Anderson County, Texas, subject to such Contract for Deed.

**IT IS FURTHER ORDERED** that the liens of any local taxing authorities shall remain undisturbed by the sale.

**IT IS FURTHER ORDERED** that, since the Motion was unopposed by any party, the ten (10)-day stay period otherwise imposed by Fed. R. Bankr. P. 6004(g) shall not be applicable to this Order.

SIGNED this the 9th day of January, 2002.

  
BILL PARKER  
UNITED STATES BANKRUPTCY JUDGE

\*

**PAID**

CK. NO. 101  
DATE 1/25/02

to C+A Enterprises, Ltd.  
\$ 91.66

CONTRACT FOR DEED

DATE: MAY 14, 1991

SELLER: ANITA GIBSON

SELLER'S MAILING ADDRESS: P. O. Drawer 1307, Palestine, Anderson County, Texas 75802

BUYER: MARVIN D. BULLOCK AND WIFE FRANCIS BULLOCK

BUYER'S MAILING ADDRESS: Rt. 3, Box 3492, Elkhart, Anderson County, Texas 75839

PROPERTY:

All that certain tract or parcel of land being 5.676 acres in the William Frost Survey, A-25, in Anderson County, Texas, being the residua of the 6.009 acre tract as follows:

BEING 6.009 acres in the William Frost Survey, A-25, in Anderson County, Texas, and being a part of a 59.520 acre tract of land deeded from C. E. Ray et al to N. C. Fuller et al by deed dated March 21st, 1966, and recorded in Volume 715, at Page 64 of the Deed Records of Anderson County, Texas, to-wit:

BEGINNING at an iron pin for corner in a fence and in the Southeast line of the said N. C. Fuller 59.520 acre tract, as fenced, and said corner being the South or Southwest corner of a 4.002 acre tract and said corner being the Northwest line of a 115.47 acre tract owned or formerly owned by A. R. Starr and said corner being South 64 degrees 51 minutes West 201.77 feet from the Southeast or East corner of the said N. C. Fuller 59.520 acre tract;

THENCE South 64 degrees 51 minutes West with a fence and with the Southeast line of the said N. C. Fuller 59.520 acre tract, as fenced, and with the Northwest line of the said A. R. Starr 115.47 acre tract a distance of 300.10 feet to an iron pin for corner in the said fence and in the said line;

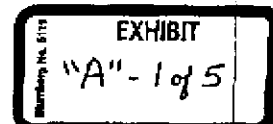
THENCE North 25 degrees 40 minutes West a distance of 873.66 feet to an iron pin for the corner in the Southeast margin of a dirt road and said corner being 15.0 feet from the center of said road;

THENCE North 65 degrees 47 minutes East with the Southeast margin of the said dirt road a distance of 300.86 feet to an iron pin for corner in the Southeast margin of the said dirt road and said corner being the West or Northwest corner of the said 4.002 acre tract;

THENCE South 25 degrees 37 minutes East with the Southwest line of the said 4.002 acre tract a distance of 868.75 feet to the place of beginning, containing 6.009 acres of land, and being the same land described in a deed from N. C. Fuller et al to C. G. Goff et ux, dated May 16, 1972, recorded in Volume 797, at Page 15 of the Deed Records of Anderson County, Texas.

SAVE AND EXCEPT:

BEING a part of that certain tract called 6.009 acres in deed to Dennis Burris et ux, recorded in Volume 821, Page 526 of the Anderson County Deed Records and being more



particularly described as follows:

BEGINNING at a 1/8" iron rod at the Northeast corner of said 6.009 acre tract, in the South line of an oil county road, at the Northwest corner of a tract owned by Laura M. Hawthorne and called 4.02 acres.

THENCE; S 65 degrees 47 minutes 00 seconds W with the South line of said county road, 67.51 feet to a 1/2" iron rod.

THENCE; S 22 degrees 47 minutes 12 seconds E 200.44 feet to a 1/2" iron rod.

THENCE; N 65 degrees 47 minutes 00 seconds E 77.41 feet to a 1/2" iron rod in the West line of said 4.02 acre tract and the East line of said 6.009 acre tract.

THENCE N 25 degrees 37 minutes 00 seconds W 200.44 feet to the PLACE OF BEGINNING, containing 0.333 acre of land.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

- (a) Visible and apparent easements or claims of easements, if any.
- (b) Rights of the public, the State of Texas or its political subdivisions in and to any portion of the property taken or used for road purposes.
- (c) Rights of parties in possession.

SALE PRICE: TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$12,500.00)

DOWN PAYMENT: Credit of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) paid to ANITA GIBSON on May 23, 1991. The said property is generally described as 5.676 in the William Frost Survey, A-25, in Anderson County, Texas.

DEFERRED PRINCIPAL AMOUNT: NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$9500.00)

ANNUAL INTEREST RATE OF DEFERRED PRINCIPAL AMOUNT FROM DATE: 10%

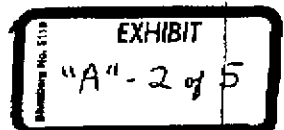
ANNUAL INTEREST RATE ON MATURED, UNPAID AMOUNTS: 18%

MONTHLY PAYMENTS: Principal and interest are payable in monthly installments of NINETY-ONE AND 65/100 DOLLARS (91.65) each on the 24th day of every month, beginning June 24, 1991, and continuing regularly until the principal and interest have been paid. Interest will be calculated on the unpaid principal to the date of each payment. Payments will be credited first to the accrued interest and then to reduction of principal.

Buyer may prepay all or any part of the principal of this note before maturity without penalty and interest shall immediately cease to accrue on any amount so prepaid.

If a monthly payment is late 15 days or more, Buyer will be charged five percent (5%) of the payment, due at time of next monthly payment.

PLACE FOR PAYMENT: 706 East Crawford Street, Palestine, Anderson County, Texas 75801





If the property is not used and not to be used as Buyer's residence, Seller may invoke any, or all of these remedies after Buyer's default continues for ten days. If the property is used or to be used as Buyer's residence, the grace period for default is determined by Sec. 5.061 of the Texas Property Code or its successor and by any other controlling law. Section 5.601 requires a notice of Seller's intent to forfeit and accelerate, which must be given as specified in Sec. 5.602 of the Code. Furthermore, the statute requires different waiting times between giving notice and proceeding to forfeit and accelerate:

- a. if Buyer has paid less than 10 percent of the sale price, fifteen days after the date notice is given;
- b. if Buyer has paid 10 percent or more but less than 20 percent of the sale price, thirty days after the date notice is given; and
- c. if Buyer has paid 20 percent or more of the sale price, sixty days after the date notice is given.

Moreover, during any of these applicable periods Buyer may cure default by complying with the terms of this contract up to the date of compliance.

#### General Provisions

1. As long as Buyer promptly performs all obligations in this contract, Buyer has the right to possession of the property. If this contract is canceled because of Buyer's default, Buyer will immediately surrender possession of the property to Seller. If Buyer fails to do so, Buyer will become a tenant at sufferance of Seller, subject to an action for forcible detainer.

2. Neither this contract nor any part of or interest in the property may be assigned, sold, conveyed, transferred, pledged, or mortgaged by Buyer without the written consent of Seller.

3. If the property is not used and not to be used as Buyer's residence, any notice under this contract must be written and must be personally delivered or sent by registered or certified mail to Seller's or Buyer's mailing address, which may be changed by notice to the other party; notice under this contract will be considered given on the date of personal delivery or mailing. If the property is used or to be used as Buyer's residence, all notices from Seller to Buyer must be written, must be conspicuous, must be printed in ten-point boldfaced type or upper-case typewritten letters, and must include the statement required by Sec. 5.062 of the Texas Property Code. If mailed, the notice must be registered or certified, and it will be considered given on the date it is mailed to Buyer's residence or place of business. If not mailed, the notice is considered given when it is delivered to Buyer at Buyer's residence or place of business.

4. Interest on the debt evidenced by this contract shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

5. If this contract is recorded and if Seller cancels it and forfeits all of Buyer's interest under it because of Buyer's default, Seller may execute an affidavit stating substantially that:

- a. Buyer defaulted in prompt payment of the monthly payments;
- b. Seller gave Buyer notice of default strictly as required by this contract;
- c. Buyer did not cure the default or other violation within the limits permitted by this contract and the law; and
- d. Seller canceled this contract, declared all of Buyer's interest under it forfeited, retained as liquidated damages all money paid by Buyer to Seller under this contract, and gave Buyer notice of Seller's action.

DATE OF MONTHLY PAYMENTS: ON June 24, 1991, and continuing every  
every month thereafter on the 24th day of every month.

DATE OF FIRST MONTHLY PAYMENT: June 24, 1991

**OTHER TERMS OF PAYMENT:**

Seller agrees to sell the property to Buyer; Buyer agrees to  
buy it; and both parties agree to be bound by this contract.

Buyer agrees to pay Seller the sale price for the property.  
Buyer is paying Seller the down payment concurrently with entering  
this contract; Buyer will pay Seller the deferred principal amount  
plus the annual interest on the unpaid deferred principal balance  
in monthly payments on the dates and at the place specified.  
Monthly payments will begin on the date of first monthly payment  
and continue regularly until the entire deferred principal amount  
plus interest has been paid.

Interest will be calculated on the unpaid deferred principal  
amount to the date of each payment made. Payments will be credited  
first to the accrued interest and then to reduction of principal.

When Buyer has paid the entire deferred principal amount,  
earned interest, and any other debt owed under this contract,  
Seller will convey the property to Buyer by warranty deed subject  
to the reservations from and exceptions to conveyance and warranty.

When Seller conveys the property to Buyer by warranty deed,  
Seller will also furnish an owner's policy of title insurance in  
the amount of the sale price, subject only to the reservations from  
and exceptions to conveyance and warranty, the permitted printed  
exceptions, and any other matter created, permitted, or suffered  
by Buyer.

**Buyer's Obligations**

4. 5. 6. 7.

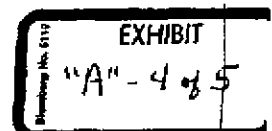
1. Buyer will pay all taxes.

2. If Buyer defaults in the performance of any obligation,  
Buyer will reimburse Seller on demand at the place for payment for  
all of Seller's costs of collection and enforcement, including  
reasonable attorney's fees, plus interest on those sums from the  
dates of payment at the annual interest rate on matured, unpaid  
amounts. The sum to be reimbursed shall be added to and become a  
part of the deferred principal amount. Reasonable attorney's fees  
shall be 10 percent of all matured and unpaid amounts due under  
this contract unless either party pleads otherwise.

**Seller's Rights**

1. If Buyer defaults in prompt payment of the monthly  
payments or violates any other of Buyer's obligations, Seller may  
invoke the following

- a. declare the entire unpaid deferred principal amount and  
earned interest immediately due and enforce their  
collection; or
- b. cancel this contract, declare all of Buyer's interest  
under this contract forfeited, and retain, as liquidated  
damages all money paid by Buyer to Seller under this  
contract, in which case the money is considered  
liquidated damages rather than a penalty, due to the  
inconvenience and difficulty of determining Seller's  
actual damages; and
- c. collect rents if the property is rented or rent it and  
collect rents if it is vacant, and apply the proceeds,  
less reasonable expenses, to payment of the deferred  
principal amount.



The truth of the facts stated in Seller's affidavit, (when the affidavit is recorded in the real estate records in the county where the property is located) shall be binding on and conclusive against Buyer as to all bona fide good-faith purchasers and lienholders for value and all title insurance companies and title insurance agencies insuring title to or liens against the property who act without actual notice of any falsities in the affidavit. This provision protects only those third parties from claims of Buyer and does not release or protect Seller from any claims of Buyer.

6. Buyer understands and acknowledges that Buyer does not acquire legal title by this contract and that Buyer will not acquire legal title until Seller's deed is delivered.

7. Seller may transfer legal title to the property without Buyer's consent. If Seller transfers legal title, Seller will require the transferee to assume Seller's obligations in this contract, and the transfer and assumption of obligations by the transferee will release Seller from all obligations to Buyer.

8. Buyer has examined the property to Buyer's complete satisfaction and knows its condition. In purchasing the property, Buyer relies only on Buyer's examination and judgment, not on the representation of any other person as to value, future value,

condition, size, age, use, or any other matter. Buyer acknowledges that in selling the property Seller makes no warranties other than title. This contract is the entire and only agreement between Buyer and Seller, and it incorporates all other written, verbal, express, and implied agreements made between any party or any agent of any party to this contract in connection with this transaction. If any provisions in this contract conflict with any provisions in any other instrument, those in this contract shall control.

9. No delay by Seller in enforcing any part of this contract shall be deemed a waiver of any of Seller's rights or remedies. If Seller accepts any payment after its due date, the acceptance shall not be construed as a waiver of any other due date, shall not change any other due date, and shall not waive any of Seller's rights of remedies.

10. This agreement shall bind, inure to the benefit of, and be exercised by successors in interest of all parties, but this provision is subject to paragraph 2 and paragraph 7 of these General Provisions.

11. When the context requires, singular nouns and pronouns include the plural.

EXECUTED IN DUPLICATE ORIGINAL COPIES, one retained by each party hereto, to be effective this 24 day of May, 1991.

By: Marvin D. Bullock  
Marvin D. Bullock (Buyer)

By: Francis Bullock  
Francis Bullock (Buyer)

By: Anita Gibson  
Anita Gibson (Seller).

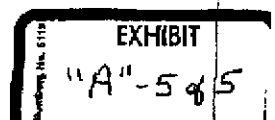
THE STATE OF TEXAS  
COUNTY OF ANDERSON

This was acknowledged before me on the 24 day of May, 1991, by Marvin D. Bullock and wife, Francis Bullock.

George Ramsey  
Notary Public in and for the State  
of Texas

THE STATE OF TEXAS  
COUNTY OF ANDERSON

This was acknowledged before me on the 24 day of May, 1991, by ANITA GIBSON.  
George Ramsey  
Notary Public in and for the State  
of Texas



SCHEDULE B  
APPLICATION FOR COMPENSATION

COMPUTATION OF COMMISSIONS (cases filed after 10/22/95)

Total Receipts	<u>\$4,903.57</u>	25% of First \$5,000	\$ <u>1,225.89</u>
Less	<u>(5,000.00)</u>		
Balance	<u>0.00</u>	10% of next \$45,000	\$ <u>0.00</u>
Less	<u>(45,000.00)</u>		
Balance	<u>0.00</u>	5% of next \$950,000	\$ <u>0.00</u>
Less	<u>(950,000.00)</u>		
Balance	<u>0.00</u>	3% of Remaining Balance	\$ <u>0.00</u>

TOTAL COMMISSIONS    \$ 1,225.89

UNREIMBURSED EXPENSES

Recording Fees	\$ <u>0.00</u>
Necessary Travel (@ .35/mile)	\$ <u>0.00</u>
Paraprofessional (exhibit attached)	\$ <u>650.00</u>
Clerical and Stenographic (exhibit attached)	\$ <u>172.50</u>
Photocopies (@ .25/each)	\$ <u>248.50</u>
Postage	\$ <u>71.30</u>
Long Distance Telephone Charges	\$ <u>19.50</u>
Other Expenses	\$ <u>0.00</u>
TOTAL UNREIMBURSED EXPENSES	\$ <u>1,161.80</u>

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Records:

☒ Trustee did not take possession of business or personal records of the debtor.

☐ Notice given debtor on \_\_\_\_\_ to pick up business or personal records in hands of Trustee.

In the United States Bankruptcy Court  
Eastern District of Texas, Tyler Division

DATE	SECRETARIAL SERVICES	TIME
6/14/1999	Request matrix via Pacer	.10
6/15/1999	Obtain matrix via Pacer and revise for use with Notice of Intention to Abandon	.30
6/16/1999	Draft Application to Employ Dan Davis as Realtor for Estate with Affidavit and proposed Order for Trustee's review and signature	.40
6/16/1999	Set up notebook files for asset administration	.50
6/16/1999	Review of various pleadings, documents and schedules and post assets and other case information to management system	1.00
9/22/1999	Prepare letter for Trustee's signature to Mr. Bandy, Debtor's attorney, regarding failure to provide information previously requested	.20
1/10/2000	Review of various pending items in file; Memo to file and Trustee	.30
6/12/2000	Reconcile bank statement	.10
6/22/2000	Open bank account and request federal identification number; Set up financial file; Preparation of deposit and post same	.60
6/29/2000	Prepare W-9 for bank	.10
7/13/2000	Reconcile bank statement	.10
8/10/2000	Preparation of deposit and post same	.20
8/16/2000	Reconcile bank statement	.10
9/8/2000	Preparation of deposit and post same	.10
9/13/2000	Reconcile bank statement	.10
10/13/2000	Reconcile bank statement	.10
11/7/2000	Preparation of deposit and post same	.20
11/14/2000	Reconcile bank statement	.10
12/13/2000	Reconcile bank statement	.10
1/5/2001	Preparation of deposit and post same	.20
1/09/2001	Reconcile bank statement	.10
2/1/2001	Preparation of deposit and post same	.20

In the United States Bankruptcy Court  
Eastern District of Texas, Tyler Division

DATE	SECRETARIAL SERVICES	TIME
2/9/2001	Reconcile bank statement	.10
3/9/2001	Reconcile bank statement	.10
4/10/2001	Reconcile bank statement	.10
4/16/2001	Preparation of deposit and post same	.20
5/1/2001	Preparation of deposit and post same	.20
5/9/2001	Review file regarding payments on Contract for Deed made by Bullocks, and preparation of information sheet for mailout to interested bidders containing information on payment history, balance due, etc.	.80
5/10/2001	Reconcile bank statement	.10
5/11/2001	Preparation of deposit and post same	.20
5/25/2001	Mailout of letter to interested purchasers regarding contract for deed	.50
6/12/2001	Reconcile bank statement	.10
7/9/2001	Reconcile bank statement	.10
8/9/2001	Reconcile bank statement	.10
8/20/2001	Preparation of deposit and post same	.20
8/24/2001	Preparation of deposit and post same	.20
9/19/2001	Reconcile bank statement	.10
9/28/2001	Preparation of deposit and post same	.20
10/11/2001	Reconciliation of bank statement	.10
11/5/2001	Preparation of deposit and post same	.20
11/9/2001	Fax requested documentation on Contract for Deed to interested purchaser Bennett from Trustee's posting of same on NABT website	.20
11/12/2001	Reconciliation of bank statement	.10
11/12/2001	Fax requested documentation on Contract for Deed to interested purchaser Franklin Note and Mortgage from Trustee's posting of same on NABT website	.20
11/16/2001	Fax requested documentation on Contract for Deed to interested purchaser Dave Krunik from Trustee's posting of same on NABT website	.20

In the United States Bankruptcy Court  
Eastern District of Texas, Tyler Division

DATE	SECRETARIAL SERVICES	TIME
11/20/2001	Fax requested documentation on Contract for Deed to interested purchaser Mike Mosharo from Trustee's posting of same on NABT website	.20
11/26/2001	Telephone conference with and fax to Drew Pheiffer, interested purchaser responding to posting of asset on NABT website	.30
12/11/2001	Preparation of deposit and post same	.20
12/12/2001	Obtain updated matrix via Pacer and revise for use with mailout of Motion to Sell Bullock Contract for Deed	.20
12/14/2001	Reconciliation of bank statement	.10
12/14/2001	Preparation of deposit and post same	.20
1/13/2002	Reconciliation of bank statement	.10
1/29/2002	Prepare Request for Claim File for Trustee's signature	.10
2/13/2002	Reconciliation of bank statement	.10
3/8/2002	Reconciliation of bank statement	.10
4/8/2002	Reconciliation of bank statement	.10
5/10/2002	Reconciliation of bank statement	.10
6/12/2002	Check pacer to confirm no new claims have been filed; Letter to Clerk returning claim file	.20
	TOTAL SECRETARIAL SERVICES	11.5

	PARALEGAL SERVICES	
6/16/1999	Draft Notice of Trustee's Intention to Abandon Property for Trustee's review and signature, along with proposed Order	.50
6/16/1999	Draft letter for Trustee's review and signature to Dan Davis regarding liquidation of real property and his employment as realtor for the Estate	.30
10/12/1999	Update Form 1	.20
4/10/2000	Update Form 1	.20

Anita Gibson

In the United States Bankruptcy Court  
 Eastern District of Texas, Tyler Division

	PARALEGAL SERVICES	
5/10/2000	Draft certified letter to Anita Gibson for Trustee's review and signature regarding turnover of Bullock Contract for Deed Payments received since conversion date; Preparation of Memo to Trustee and file detailing telephone conferences with Mrs. Bullock	.50
9/25/2000	Prepare amortization schedule based on documents of transaction between Debtor and Bullocks; Calculate payments due from Bullocks under Contract for Deed, total of payments and current payoff based on our amortization for letter to Bullocks	.30
10/20/2000	Update Form 1 and Form 2, post interest and confirm balance	.20
4/14/2001	Update Form 1 and Form 2, post interest and confirm balance	.20
5/24/2001	Draft for Trustee's review and signature an information mailout to parties interested in purchasing notes/property of this nature in attempt to locate purchaser	.50
10/29/2001	Update Form 1 and Form 2, post interest and confirm balance; Prepare Interim Status Report for filing with Clerk	.30
12/10/2001	Draft for Trustee's review Motion to Sell Asset of Bankruptcy Estate pertaining to real property subject to Bullock Contract for Deed, including right to receive payments under contract, and proposed Order	.80
1/25/2002	Draft Trustee's Deed for Trustee's review and revisions	.30
1/25/2002	Prepare letter for Trustee's review and signature forwarding Deed to purchaser C&A Enterprises, Ltd. with recording instructions and copy to Bullocks, payers under Contract, instructing future payments be made to C&A; Open checking account and transfer funds for disbursement; prepare check to C&A for the payment received after December 1, 2001	.50
2/14/2002	Draft for Trustee's review and signature objections to five claims with Trustee's Affidavit and proposed Order for each	1.00
2/15/2002	Prepare for Trustee's review and signature letter to Bullocks returning payment and explaining sale of contract for deed to C&A and directing future payments to C&A	.30
4/29/2002	Update Form 1 and Form 2, post interest and confirm balance; Prepare Interim Status Report for filing with Clerk	.30
6/12/2002	Preparation of Claim Distribution Scenarios, one with IRS's secured claim as filed, and one with IRS's secured claim subordinated to administrative claims, and draft letter agreement for Trustee's review and signature to Tamma Isabell of IRS requesting subordination; Telephone discussions with Tamma Isabell regarding subordination agreement	.60



In the United States Bankruptcy Court  
Eastern District of Texas, Tyler Division

	PARALEGAL SERVICES	
6/12/2002	Preparation of Final Report and Proposed Distribution and attached schedules, including review of claims and posting/confirming same; preparation of secretarial and paralegal exhibit; tally expenses; post final interest to money market account and transfer to deposit account; update property record and cash receipts and disbursements and confirm balance; calculation of Trustee's compensation and post same; preparation of Order approving proposed distribution; letter for Trustee's signature to United States Trustee	4.00
	Anticipated time in preparation of checks for final distribution; transmittal letter to payees; monitoring file for all checks to clear; preparation of final report and report of distribution; preparation of itemization of distributions; letter for Trustee's signature to United States Trustee; monitor file for payment of fee and archive file after closing	2.00
	TOTAL PARALEGAL SERVICES	13.00

SCHEDULE C

EXPENSES OF ADMINISTRATION

	(1) Amount Claimed	(2) Amount Allowed	(3) Previously Paid	(4) Due
1. 11 U.S.C. Sec. 507(a) (1) <u>Court Costs and Fees</u>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2. 11 U.S.C. Sec. 503(b) (1) (A) <u>Preservation of Estate</u>				
A. Transportation	0.00	0.00	0.00	0.00
B. Storage	0.00	0.00	0.00	0.00
C. Wages	0.00	0.00	0.00	0.00
D. Estates share FICA	0.00	0.00	0.00	0.00
E. Insurance	0.00	0.00	0.00	0.00
F. Upkeep	0.00	0.00	0.00	0.00
G. Other (itemize)	0.00	0.00	0.00	0.00
3. 11 U.S.C. Sec. 503(b) (1) (B) (C) <u>Post-Petition taxes and related penalties</u>	0.00	0.00	0.00	0.00
4. 11 U.S.C. Sec. 503(b) (2) <u>Compensation and Reimbursement</u>				
A. Compensation of Trustee	1,225.89	1,225.89	0.00	1,225.89
B. Expenses of Trustee	1,161.80	1,161.80	0.00	1,161.80
5. Court Special Charges (Excess Notices)	0.00	0.00	0.00	0.00
6. U.S. Trustee fees	0.00	0.00	0.00	0.00
7. Other (itemize)	0.00	0.00	0.00	0.00
Totals:	<u>\$ 2,387.69</u>	<u>\$ 2,387.69</u>	<u>\$ 0.00</u>	<u>\$ 2,387.69</u>

SCHEDULE D

SECURED CLAIMS

<u>Claim No.</u>	<u>Amount Claimed</u>	<u>Amount Not Determined</u>	<u>Amount Allowed</u>	<u>Previously Paid</u>	<u>Due</u>
1	1,616.88	1,616.88	0.00	0.00	0.00
2	47,942.80	47,942.80	0.00	0.00	0.00
3	88,427.46	88,427.46	0.00	0.00	0.00
5S	4,051.80	0.00	4,051.80	0.00	4,051.80
6	1,053.91	1,053.91	0.00	0.00	0.00
7	8,349.20	8,349.20	0.00	0.00	0.00
8	34,192.37	34,192.37	0.00	0.00	0.00
	<u>185,634.42</u>	<u>181,582.62</u>	<u>4,051.80</u>	<u>0.00</u>	<u>4,051.80</u>

IDENTIFICATION OF SECURED PARTIES AFFECTED:

<u>Claim Number</u>	<u>Name of Creditor</u>
1	Elkhart ISD
2	Anderson County, et al
3	Jacksonville Savings Bank
5S	Department of Treasury - Internal Revenue Service <b>Note: The Internal Revenue Service has agreed to subordinate its secured claim to the Administrative Claims. See Letter Agreement attached hereto executed by IRS Officer Tamma Isabell.</b>
6	Elkhart ISD
7	Anderson County et al
8	Frontier Capital Group, Inc.

**SMEAD, ANDERSON & DUNN**

ATTORNEYS AT LAW

(A REGISTERED LIMITED LIABILITY PARTNERSHIP)

911 W. LOOP 281, SUITE 412

LONGVIEW, TEXAS 75604

BOB ANDERSON  
MICHAEL L. DUNN \* †OF COUNSEL:  
H.P. SMEAD JR.

TELEPHONE (903) 295-2800

FACSIMILE (903) 295-2808

\* Board Certified Civil Trial Law  
† Board Certified Personal Injury Trial Law  
Texas Board of Legal SpecializationWalter's e-mail:  
bnderson@smadlaw.com

June 12, 2002

Via Facsimile #903.561.2826Tamma Isabell  
Internal Revenue ServiceRe: Case No. 97-61101;  
Anita Gibson  
In the United States Bankruptcy Court  
Eastern District of Texas, Tyler Division

Dear Ms. Isabell:

I am the Chapter 7 Trustee for the referenced Estate and am in the process of preparing my Final Report and Proposed Distribution. The gross Estate is \$4,903.57. The only administrative claims are my trustee compensation calculated on the gross estate, \$1,225.89, and trustee expenses of approximately \$992.50. The IRS has a secured claim in the amount of \$4,051.80, which would leave only \$851.77 to pay the administrative claims. A Claim Distribution Register calculated in this manner is attached ("Scenario 1"). I am writing to seek your agreement to the subordination of your secured claim to the administrative claims, which would result in the distribution demonstrated on Claims Distribution Register ("Scenario 2") attached. If you would agreed to the subordination described above, please execute this letter in

Tamma Isabell  
June 12, 2002  
Page 2

the space provided below and return to me. Please call if you need any additional information or if you wish to discuss my proposal further. Thank you for your assistance.

Yours truly,

SMEAD, ANDERSON & DUNN



Bob Anderson

BA/ci

enclosures

AGREED

By: Tamma Isabell  
Insolvency Advisor

**SCHEDULE E**  
**PRIORITY CLAIMS OTHER THAN ADMINISTRATIVE EXPENSES IN THE**  
**FOLLOWING ORDER OF PRIORITY**

	(1) Amount Claimed	(2) Amount Allowed	(3) Amount Paid	(4) Amount Due
1. For Credit extended Sec. 364(e)(1)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2. Claims for failure of "adequate protection" Sec. 307(a)(b)	0.00	0.00	0.00	0.00
3. "Gap Claims" Sec. 507(a)(2)	0.00	0.00	0.00	0.00
4. Wages, etc. Sec. 507(a)(3)	0.00	0.00	0.00	0.00
5. Contributions to benefit plans Sec. 507(a)(4)	0.00	0.00	0.00	0.00
6. Consumer deposits Sec. 507(a)(6)	0.00	0.00	0.00	0.00
7. Alimony Sec. 507(a)(7)	0.00	0.00	0.00	0.00
8. Taxes & Subordinated Liens Sec. 507(a)(8)	99,642.46	30,715.58	0.00	30,715.58
9. Depository Institutions Sec. 507(a)(9)	0.00	0.00	0.00	0.00
10. Other: No Basis	0.00	0.00	0.00	0.00
<b>Totals:</b>	<b>99,642.46</b>	<b>30,715.58</b>	<b>0.00</b>	<b>30,715.58</b>

**PARTIES AFFECTED:**

<u>Claim Number</u>	<u>Name of Creditor</u>
4	Department of Treasury - Internal Revenue Service
5P	Department of Treasury - Internal Revenue Service

FILED UNSECURED CLAIMS TOTAL: \$ 31,784.06

SUBORDINATED UNSECURED CLAIMS: \$ 0.00

**Claims Register****Trustee: Bob Anderson (631490)****Case: 97-61101 Gibson, Anita**

Claim Number	Date Filed	Claim Type	Claimant Name / <Category>, Priority	Amount Filed	Amount Allowed
1	06/18/97	Secured	Elkhart ISD <4700-00 Real Property Tax Liens (pre-petition)>, 100  Claim Memo: Amended by POC #6.	\$1,616.88	\$0.00
2	06/20/97	Secured	Anderson County, et al <4700-00 Real Property Tax Liens (pre-petition)>, 100  Claim Memo: Disallowed by Order signed 3/25/02.	\$47,942.80 *	\$0.00
3	08/07/97	Secured	Jacksonville Savings Bank <4110-00 Real Estate--Consensual Liens (mortgages, deeds of trust, PMSI)>, 100  Claim Memo: Disallowed by Order entered 3/25/02.	\$88,427.46 *	\$0.00
4	10/15/97	Priority	Internal Revenue Service <5800-00 Claims of Governmental Units--§ 507(a)(8)>, 570  Claim Memo: Filed partially secured, partially priority, and partially unsecured. Amended by Claim #5.	\$68,926.88	\$0.00
5P	10/15/99	Priority	Department of Treasury - Internal Revenue Service 1100 Commerce Street, Room 9A20 Stop 5027DAL Dallas, TX 75242 <5800-00 Claims of Governmental Units--§ 507(a)(8)>, 570  Claim Memo: Amendment of Claim #4. This is the PRIORITY portion of Claim #5.	\$30,715.58	\$30,715.58
5S	10/15/99	Secured	Department of Treasury - Internal Revenue Service 1100 Commerce Street, Room 9A20 Stop 5027DAL Dallas, TX 75242 <4300-00 Internal Revenue Service Tax Liens (pre-petition)>, 201  Claim Memo: Amendment of Claim #4. This is the SECURED portion of Claim #5. Subordinated to Administrative Claims pursuant to Letter Agreement with Internal Revenue Service, Tamma Isabell, Insolvency Advisor.	\$4,051.80	\$4,051.80
5U	10/15/99	Unsecured	Department of Treasury - Internal Revenue Service 1100 Commerce Street, Room 9A20 Stop 5027DAL Dallas, TX 75242 <7100-00 General Unsecured § 726(a)(2)>, 610  Claim Memo: Amendment of Claim #4. This is the UNSECURED portion of Claim #5.	\$31,784.06	\$31,784.06

(\*) Denotes objection to Amount Filed

**Claims Register****Trustee: Bob Anderson (631490)****Case: 97-61101 Gibson, Anita**

<b>Claim Number</b>	<b>Date Filed</b>	<b>Claim Type</b>	<b>Claimant Name / &lt;Category&gt;, Priority</b>	<b>Amount Filed</b>	<b>Amount Allowed</b>
6	05/18/99	Secured	Elkhart ISD  <4700-00 Real Property Tax Liens (pre-petition)>, 100  <b>Claim Memo:</b> Disallowed by Order entered on 3/25/02.	\$1,053.91 *	\$0.00
7	06/21/99	Secured	Anderson County et al  <4700-00 Real Property Tax Liens (pre-petition)>, 100  <b>Claim Memo:</b> Disallowed by Order entered 3/25/02.	\$8,349.20 *	\$0.00
8	06/25/99	Secured	Frontier Capital Group, Inc.  <4110-00 Real Estate--Consensual Liens (mortgages, deeds of trust, PMSI)>, 100  <b>Claim Memo:</b> Disallowed by Order entered 3/25/02.	\$34,192.37 *	\$0.00
TTEE-E	05/04/99	Admin Ch. 7	Bob Anderson 911 West Loop 281, Suite 412 Longview, TX 75604  <2200-00 Trustee Expenses>, 200	\$1,161.80	\$1,161.80
TTEE-F	06/12/02	Admin Ch. 7	Bob Anderson 911 West Loop 281, Suite 412 Longview, TX 75604  <2100-00 Trustee Compensation>, 200	\$1,225.89	\$1,225.89
<b>Case Total:</b>				<b>\$319,448.63</b>	<b>\$68,939.13</b>

(\*) Denotes objection to Amount Filed



**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
Tyler Division**

IN RE: ) CASE NO. 97-61101  
Gibson, Anita )  
DEBTOR(S) ) CHAPTER 7  
)

**TRUSTEE'S REPORT OF PROPOSED FINAL DISTRIBUTIONS**

The undersigned Trustee of the estate hereby submits to the Court and to the United States Trustee this Report of Proposed Final Distributions.

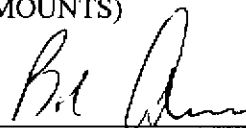
1. The Court has entered orders which have become final, and which dispose of all objections to claims, all objections to the Trustee's Final Report, all applications for compensation, and all other matters which must be determined by the Court before final distribution can be made.

2. The Trustee proposes to make final distribution of the funds of the estate as follows, and will make such distribution unless written objection thereto is made, filed and served on the Trustee and on the United States Trustee.

1. BALANCE ON HAND		\$	4,903.57
2. ADMINISTRATIVE EXPENSES TO BE PAID *	\$	2,387.69	
3. SECURED CLAIMS TO BE PAID *		2,515.88	
4. PRIORITY CLAIMS TO BE PAID *		0.00	
5. UNSECURED CLAIMS TO BE PAID *		0.00	
6. OTHER DISTRIBUTIONS TO BE PAID *		0.00	
7. TOTAL DISTRIBUTIONS TO BE MADE (SUM OF LINES 2 THROUGH 6)		\$	4,903.57
8. ZERO BALANCE AFTER ALL DISTRIBUTIONS (LINE 1 LESS LINE 7)			- 0 -

\*(SEE ATTACHED SCHEDULE OF PAYEES AND AMOUNTS)

Date: 6-19-02

  
\_\_\_\_\_  
Bob Anderson, Trustee

## Claims Distribution Register

Case: 97-61101 Gibson, Anita

Claim #	Date	Pri	Claimant / Proof / <Category> / Memo	Amount Filed	Amount Allowed	Paid to Date	Claim Balance	Proposed Payment
<b>Secured Claims:</b>								
1	06/18/97	100	Elkhart ISD <4700-00 Real Property Tax Liens (pre-petition)> Amended by POC #6.	1,616.88	0.00	0.00	0.00	0.00
2	06/20/97	100	Anderson County, et al <4700-00 Real Property Tax Liens (pre-petition)> Disallowed by Order signed 3/25/02.	47,942.80	0.00 *	0.00	0.00	0.00
3	08/07/97	100	Jacksonville Savings Bank <4110-00 Real Estate--Consensual Liens (mortgages, deeds of trust, PMSI)> Disallowed by Order entered 3/25/02.	88,427.46	0.00 *	0.00	0.00	0.00
6	05/18/99	100	Elkhart ISD <4700-00 Real Property Tax Liens (pre-petition)> Disallowed by Order entered on 3/25/02.	1,053.91	0.00 *	0.00	0.00	0.00
7	06/21/99	100	Anderson County et al <4700-00 Real Property Tax Liens (pre-petition)> Disallowed by Order entered 3/25/02.	8,349.20	0.00 *	0.00	0.00	0.00
8	06/25/99	100	Frontier Capital Group, Inc. <4110-00 Real Estate--Consensual Liens (mortgages, deeds of trust, PMSI)> Disallowed by Order entered 3/25/02.	34,192.37	0.00 *	0.00	0.00	0.00
<b>Total for Priority 100: 100% Paid</b>				<b>\$181,582.62</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
5S	10/15/99	201	Department of Treasury - Internal Revenue Service 1100 Commerce Street, Room 9A20 Stop 5027DAL Dallas, TX 75242 <4300-00 Internal Revenue Service Tax Liens (pre-petition)> Amendment of Claim #4. This is the SECURED portion of Claim #5. Subordinated to Administrative Claims pursuant to Letter Agreement with Internal Revenue Service, Tamma Isabell, Insolvency Advisor.	4,051.80	4,051.80	0.00	4,051.80	2,515.88
<b>Priority 201: 62.09290% Paid</b>								
<b>Total for Secured Claims:</b>				<b>\$185,634.42</b>	<b>\$4,051.80</b>	<b>\$0.00</b>	<b>\$4,051.80</b>	<b>\$2,515.88</b>

## Claims Distribution Register

Case: 97-61101 Gibson, Anita

Claim #	Date	Pri	Claimant / Proof / <Category> / Memo	Amount Filed	Amount Allowed	Paid to Date	Claim Balance	Proposed Payment
<b>Admin Ch. 7 Claims:</b>								
TTEE-E	05/04/99	200	Bob Anderson 911 West Loop 281, Suite 412 Longview, TX 75604 <2200-00 Trustee Expenses>	1,161.80	1,161.80	0.00	1,161.80	1,161.80
TTEE-F	06/12/02	200	Bob Anderson 911 West Loop 281, Suite 412 Longview, TX 75604 <2100-00 Trustee Compensation>	1,225.89	1,225.89	0.00	1,225.89	1,225.89
Total for Priority 200: 100% Paid				\$2,387.69	\$2,387.69	\$0.00	\$2,387.69	\$2,387.69
Total for Admin Ch. 7 Claims:				\$2,387.69	\$2,387.69	\$0.00	\$2,387.69	\$2,387.69

## Priority Claims:

4	10/15/97	570	Internal Revenue Service <5800-00 Claims of Governmental Units--§ 507(a)(8)> Filed partially secured, partially priority, and partially unsecured. Amended by Claim #5.	68,926.88	0.00	0.00	0.00	0.00
5P	10/15/99	570	Department of Treasury - Internal Revenue Service 1100 Commerce Street, Room 9A20 Stop 5027DAL Dallas, TX 75242 <5800-00 Claims of Governmental Units--§ 507(a)(8)> Amendment of Claim #4. This is the PRIORITY portion of Claim #5.	30,715.58	30,715.58	0.00	30,715.58	0.00
Total for Priority 570: 0% Paid				\$99,642.46	\$30,715.58	\$0.00	\$30,715.58	\$0.00
Total for Priority Claims:				\$99,642.46	\$30,715.58	\$0.00	\$30,715.58	\$0.00

## Unsecured Claims:

5U	10/15/99	610	Department of Treasury - Internal Revenue Service 1100 Commerce Street, Room 9A20 Stop 5027DAL Dallas, TX 75242 <7100-00 General Unsecured § 726(a)(2)> Amendment of Claim #4. This is the UNSECURED portion of Claim #5.	31,784.06	31,784.06	0.00	31,784.06	0.00
Priority 610: 0% Paid								

Total for Case :	\$319,448.63	\$68,939.13	\$0.00	\$68,939.13	\$4,903.57
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**Claims Proposed Distribution****Case: 97-61101 Gibson, Anita**

Report Includes ONLY Claims with a Proposed Distribution

**Case Balance: \$4,903.57****Total Proposed Payment: \$4,903.57****Remaining Balance: \$0.00**

Claim #	Claimant Name	Type	Amount Filed	Amount Allowed	Paid to Date	Claim Balance	Proposed Payment	Remaining Funds
TTEE-E	Bob Anderson <2200-00 Trustee Expenses>	Admin Ch. 7	1,161.80	1,161.80	0.00	1,161.80	1,161.80	3,741.77
TTEE-F	Bob Anderson <2100-00 Trustee Compensation>	Admin Ch. 7	1,225.89	1,225.89	0.00	1,225.89	1,225.89	2,515.88
<b>SUBTOTAL FOR ADMIN CH. 7</b>			<b>2,387.69</b>	<b>2,387.69</b>	<b>0.00</b>	<b>2,387.69</b>	<b>2,387.69</b>	
5S	Department of Treasury - Internal Revenue Service	Secured	4,051.80	4,051.80	0.00	4,051.80	2,515.88	0.00
<b>Claim Memo:</b> Amendment of Claim #4. This is the SECURED portion of Claim #5. Subordinated to Administrative Claims pursuant to Letter Agreement with Internal Revenue Service, Tamma Isabell, Insolvency Advisor.								
<b>SUBTOTAL FOR SECURED</b>			<b>4,051.80</b>	<b>4,051.80</b>	<b>0.00</b>	<b>4,051.80</b>	<b>2,515.88</b>	
<b>Total for Case 97-61101 :</b>			<b>\$6,439.49</b>	<b>\$6,439.49</b>	<b>\$0.00</b>	<b>\$6,439.49</b>	<b>\$4,903.57</b>	

**CASE SUMMARY**

	Amount Filed	Amount Allowed	Paid to Date	Proposed Payment	% paid
<b>Total Administrative Claims :</b>	\$2,387.69	\$2,387.69	\$0.00	\$2,387.69	100.000000%
<b>Total Secured Claims :</b>	\$4,051.80	\$4,051.80	\$0.00	\$2,515.88	62.092897%

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION

IN RE: ANITA GIBSON

/ BANKRUPTCY CASE: 97-61101



/ CHAPTER 7

**NOTICE OF FILING OF FINAL REPORT OF TRUSTEE.  
APPLICATION FOR COMPENSATION AND PROPOSED DISTRIBUTIONS**

NOTICE IS GIVEN that the Trustee's Final Report and Account, report of Proposed Final Distribution and Applications for Compensation have been filed. These documents are available for public inspection at the office of the Bankruptcy Clerk, 200 E. Ferguson, Tyler, Texas 75702, or at the trustee's office whose name and address is as follows:

BOB ANDERSON      911 N.W. LOOP 281, SUITE 412      LONGVIEW, TEXAS 75604

The following Applications for Compensation have been filed:

<u>Applicants</u>	<u>Fees Requested</u>	<u>Expenses Requested</u>
<u>BOB ANDERSON</u> Trustee	<u>1225.89</u>	<u>1161.80</u>
<u>BOB ANDERSON</u> Attorney for Trustee	<u>0.00</u>	<u>0.00</u>
<u>U. S. Bankruptcy Court</u>	<u>0.00</u>	

The trustee's account shows:

### Total Receipts

\$ 4995.23

### Total Disbursements

\$ 91.66

## Balance

\$ 4903.57

In addition to the commissions and fees that may be allowed by the Court, liens and priority claims which must be paid in advance of general creditors have been allowed in the total amount of \$ 34767.38 ; general unsecured claims have been allowed in the amount of \$ 31784.06 .  
The debtor has/has not been discharged.

Written objections to the Final Report, Application for Compensation and/or proposed Distributions must be filed with the Clerk of the Court and served on the trustee at the above mentioned address within 30 days from the date of this notice. If no objections are filed, the Court may consider the Report and Applications without hearing. If objections are filed, a hearing will be held on \_\_\_\_\_

at

Date: \_\_\_\_\_

**JAMES D. TOKOPH**, Clerk of Court

By: \_\_\_\_\_  
Deputy Clerk

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
Tyler Division**

IN RE:

Gibson, Anita

) CASE NO. 97-61101

)

) CHAPTER 7

)

DEBTOR(S)

## TRUSTEE'S REPORT OF PROPOSED FINAL DISTRIBUTIONS

The undersigned Trustee of the estate hereby submits to the Court and to the United States Trustee this Report of Proposed Final Distributions.

1. The Court has entered orders which have become final, and which dispose of all objections to claims, all objections to the Trustee's Final Report, all applications for compensation, and all other matters which must be determined by the Court before final distribution can be made.


2. The Trustee proposes to make final distribution of the funds of the estate as follows, and will make such distribution unless written objection thereto is made, filed and served on the Trustee and on the United States Trustee.

1. BALANCE ON HAND		\$	4,903.57
2. ADMINISTRATIVE EXPENSES TO BE PAID *	\$	2,387.69	
3. SECURED CLAIMS TO BE PAID *		2,515.88	✓
4. PRIORITY CLAIMS TO BE PAID *		0.00	
5. UNSECURED CLAIMS TO BE PAID *		0.00	
6. OTHER DISTRIBUTIONS TO BE PAID *		0.00	
7. TOTAL DISTRIBUTIONS TO BE MADE (SUM OF LINES 2 THROUGH 6)		\$	4,903.57
8. ZERO BALANCE AFTER ALL DISTRIBUTIONS (LINE 1 LESS LINE 7)			- 0 -

\* (SEE ATTACHED SCHEDULE OF PAYEES AND AMOUNTS)

Date: 6-19-02

ND AMOUNTS)



\_\_\_\_\_  
Bob Anderson, Trustee

**Claims Proposed Distribution****Case: 97-61101 Gibson, Anita**

Report Includes ONLY Claims with a Proposed Distribution

**Case Balance:** \$4,903.57**Total Proposed Payment:** \$4,903.57**Remaining Balance:** \$0.00

Claim #	Claimant Name	Type	Amount Filed	Amount Allowed	Paid to Date	Claim Balance	Proposed Payment	Remaining Funds
TTEE-E	Bob Anderson	Admin Ch. 7	1,161.80	1,161.80	0.00	1,161.80	1,161.80	3,741.77
	<2200-00 Trustee Expenses>							
TTEE-F	Bob Anderson	Admin Ch. 7	1,225.89	1,225.89	0.00	1,225.89	1,225.89	2,515.88
	<2100-00 Trustee Compensation>							
SUBTOTAL FOR ADMIN CH. 7			2,387.69	2,387.69	0.00	2,387.69	2,387.69	
5S	Department of Treasury - Internal Revenue Service	Secured	4,051.80	4,051.80	0.00	4,051.80	2,515.88	0.00
	Claim Memo: Amendment of Claim #4. This is the SECURED portion of Claim #5. Subordinated to Administrative Claims pursuant to Letter Agreement with Internal Revenue Service, Tamma Isabell, Insolvency Advisor.							
SUBTOTAL FOR SECURED			4,051.80	4,051.80	0.00	4,051.80	2,515.88	
Total for Case 97-61101 :			\$6,439.49	\$6,439.49	\$0.00	\$6,439.49	\$4,903.57	

**CASE SUMMARY**

	Amount Filed	Amount Allowed	Paid to Date	Proposed Payment	% paid
<b>Total Administrative Claims :</b>	\$2,387.69	\$2,387.69	\$0.00	\$2,387.69	100.000000%
<b>Total Secured Claims :</b>	\$4,051.80	\$4,051.80	\$0.00	\$2,515.88	62.092897%

TRUSTEE'S FINAL REPORT CASE SUMMARY

TRUSTEE:

ANDERSON

CASE NAME:

GIBSON, ANITA

COMMENTS:

CASE NUMBER:

97-61101

DATE UST APPROVED:

07-16-02

ESTATE INCOME:

TOTAL RECEIPTS:

\$4,995.23

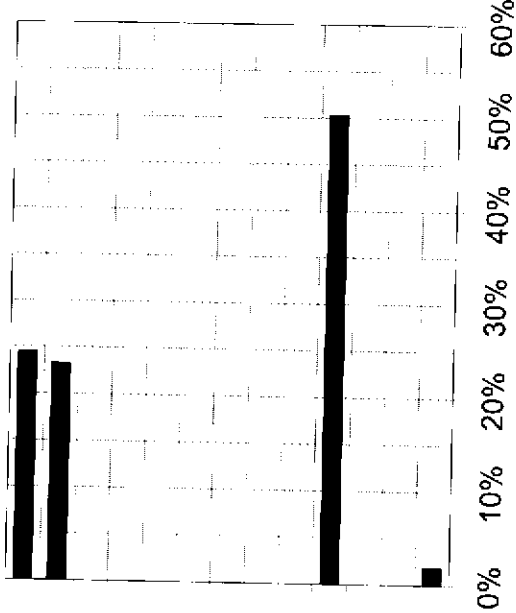
100.00%

ESTATE EXPENSES:

TRUSTEE'S COMMISSION  
TRUSTEE'S EXPENSES  
FIRM'S PROFESSIONAL FEES  
FIRM'S PROFESSIONAL EXPENSES  
OTHER ATTORNEY FEES  
OTHER PROFESSIONAL FEES  
COURT COSTS  
ESTATE EXPENSES(TAXES, ETC)  
PRIOR CHAPTER COSTS  
SECURED CLAIMS PAID  
PRIORITY CLAIMS PAID  
UNSECURED CLAIMS PAID  
OTHER(RETURN TO DEBTOR, ETC)

1,225.89  
1,161.80  
0.00  
0.00  
0.00  
0.00  
0.00  
0.00  
0.00  
0.00  
2,515.88  
0.00  
0.00  
91.66

24.54%  
23.26%  
0.00%  
0.00%  
0.00%  
0.00%  
0.00%  
0.00%  
0.00%  
0.00%  
50.37%  
0.00%  
0.00%  
1.83%



UNSECURED CLAIMS  
ALLOWED

31,784.06

UNSECURED CLAIMS  
PAID

0.00

PERCENT RECOVERED  
FOR UNSECURED

0.00%



**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
Tyler Division**

IN RE:	)	CASE NO. 97-61101
Gibson, Anita	)	
	)	CHAPTER 7
DEBTOR(S)	)	

**ORDER APPROVING TRUSTEE'S FINAL REPORT  
AND ALLOWING COMPENSATION**

The Trustee has filed a Final Report along with applications for compensation and a Report of Proposed Distribution. Notice of the filing of such report and applications were given to the creditors in this proceeding and any objections, if filed, have been resolved. After having reviewed said report and applications, it is hereby ordered that:

1. The Trustee's Final Report and Account is approved.
2. Bob Anderson, the Trustee is allowed reimbursement of expenses of \$1,161.80 of which \$0.00 has previously been paid.
3. Bob Anderson, the Trustee is allowed compensation of \$1,225.89 of which \$0.00 has previously been paid.

Date: \_\_\_\_\_

\_\_\_\_\_  
Bill Parker  
United States Bankruptcy Judge